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17 **UNITED STATES DISTRICT COURT**

18 **DISTRICT OF NEVADA**

19 JANINE YORIO and EVERYREALM INC.,

20 CASE NO. 2:23-cv-00905

21 Plaintiffs,

22 v.

23 **COMPLAINT AND JURY DEMAND**

24 TEYO JOHNSON,

25 Defendants.

26 **INTRODUCTION**

27 1. Janine Yorio hired ex-NFL player Teyo Johnson to work for the company she and
28 her cofounders had built from the ground up, entrusting him with a client-facing role to represent
their company. After he joined the company, Mr. Johnson refused to collaborate with women who
had more experience than him and referred to one of them as a “crazy bitch.” He complained to
colleagues that the woman he was staying with “won’t sleep with me because she has her period”
and he commented that a woman had “skidmarks in her panties.” He fell asleep at his desk, did not
know how to use Microsoft Office, sent emails full of typos, and claimed that deals were done when
they weren’t.

1 2. After two months, he was placed on a performance improvement plan. A month
2 later, he was fired and began plotting his revenge. This defamation action arises out of lies that
3 Mr. Johnson spread to a global internet audience on Twitter—lies that he experienced “racial
4 discrimination” because he “wasn’t offered equity, while similarly situated white employees were”
5 and that Mrs. Yorio sexually harassed him. As the attached documents prove—including a
6 document that Mr. Johnson himself signed—Mr. Johnson received equity just like everyone else,
7 and he made up the sexual harassment claim to avoid arbitration and to publicly shame and disgrace
8 Mrs. Yorio, a married mother of two.

9 3. Mr. Johnson never reported any kind of racial discrimination or sexual harassment
10 during his three months at the company. Because it never happened.

11 4. After he was fired, Mr. Johnson asked to stay on as a consultant for Everyrealm,
12 further rebutting the lie that he had been discriminated against or sexually harassed at the company.

13 5. When that didn’t work, Mr. Johnson sent a letter (through counsel) claiming he had
14 suffered race-based pay discrimination, but he still did not claim that he had been sexually harassed.

15 6. It was only after Mr. Johnson learned that his bogus racial discrimination claim
16 would be subject to mandatory arbitration that he invented the false claim of sexual harassment to
17 avoid arbitration by fraudulently exploiting the Ending Forced Arbitration of Sexual Assault and
18 Sexual Harassment Act.

19 7. Before bringing this action, Mrs. Yorio (through counsel) asked Mr. Johnson to tell
20 the truth, retract his lies, and apologize. After receiving that request, Mr. Johnson was forced to
21 admit (through counsel) to a court in New York that he had in fact received equity at Everyrealm.
22 Yet Mr. Johnson let the false tweet remain up for five more days before having it taken down, and
23 he has not yet retracted his lies or apologized.

24 8. Mrs. Yorio and her company, Everyrealm Inc., are filing this suit because they
25 believe they have a duty to their employees and investors to set the record straight and to recover
26 damages for the harm Mr. Johnson’s lies have caused.

27

28

PARTIES

9. Plaintiff Janine Yorio is a citizen of New York and lives in New York, New York.

3 10. Plaintiff Everyrealm Inc. is a Delaware corporation with a principal place of
4 business in New York, New York.

5 11. On information and belief, Defendant Teyo Johnson is a citizen of Nevada and lives
6 in Las Vegas, Nevada.

JURISDICTION AND VENUE

8 12. This Court has subject matter jurisdiction over this suit pursuant to 28 U.S.C. §1332
9 because there is complete diversity of citizenship between Plaintiffs and Defendant and the amount
10 in controversy exceeds \$75,000, exclusive of interest and costs.

11 13. This Court has personal jurisdiction over Mr. Johnson pursuant to NRS 14.065
12 because Mr. Johnson is domiciled in Nevada.

13 14. Venue is proper in this Court under 28 U.S.C. §1391(b)(1) because Mr. Johnson
14 resides in this judicial district.

FACTUAL ALLEGATIONS

A. **Johnson Squanders a Golden Opportunity.**

17 15. In April 2021, after working in real estate and finance and serving as the CEO of a
18 fintech real estate investing app, Janine Yorio cofounded Everyrealm Inc., a technology company.

16. In early 2022, Mr. Johnson applied to work at Everyrealm and submitted a resume
that boasted of success in private equity and business development over the past two years.

17. Mrs. Yorio hesitated to hire Mr. Johnson because he lacked relevant experience in
Everyrealm's industry and did not live in New York where the company's office is located, but she
decided to give him a chance because an Everyrealm employee named Kevin Virgil was friends
with Mr. Johnson, vouched for him, and insisted that having an ex-NFL player on the Everyrealm
team would open doors and lead to business partnerships. Mr. Johnson also came recommended
by an Everyrealm investor, Bart Seidler.

27 18. On February 24, 2022, Everyrealm offered Mr. Johnson a job as a Level 1 Director
28 reporting to his friend Kevin Virgil, \$125,000 in base salary, \$40,000 in discretionary year-end

1 bonus, and the right to take part in the company's employee revenue sharing plan subject to usual
 2 vesting.¹

3 19. Mr. Johnson's discretionary bonus was more than what was offered to anyone at his
 4 level. And while Everyrealm required other employees to report to the company's office in
 5 Manhattan every week, Everyrealm made an exception for Mr. Johnson, requiring him to report to
 6 the office only two weeks per month so that he could continue living in Las Vegas, where the cost
 7 of living is much lower. This accommodation came at considerable expense because the company
 8 paid Mr. Johnson's travel expenses when he worked from New York. Adjusted for the lower cost
 9 of living in Las Vegas, Mr. Johnson's compensation was effectively \$211,750, making him the
 10 highest compensated Level 1 Director at Everyrealm.²

11 20. Mr. Johnson received equity on the same schedule as his counterparts, and he signed
 12 his stock option agreement.³

EVERYREALM INC.																												
2021 EQUITY INCENTIVE PLAN																												
STOCK OPTION AWARD AGREEMENT																												
<p>You (the "Grantee") have been granted an option (the "Option") to purchase Shares, subject to the terms and conditions of this Stock Option Award Agreement (this "Agreement") and the Republic Realm Inc. (n/k/a Everyrealm Inc.) ("Everyrealm") 2021 Equity Incentive Plan, as may be amended, modified or restated from time to time (the "Plan"). Unless otherwise defined in this Agreement, the terms defined in the Plan shall have the same defined meanings in this Agreement. In the event of a conflict between this Agreement and the Plan, the provisions of the Plan shall control.</p>																												
<p>1. <u>Award Details.</u></p> <table> <tr> <td>Grantee's Name</td> <td><u>Teyo Johnson</u></td> <td>GRANTEE</td> </tr> <tr> <td>Grantee's Address</td> <td><u>Las Vegas, NV 89109</u></td> <td>By: </td> </tr> <tr> <td>Grantee's Email Address</td> <td><u></u></td> <td>Name: <u>Teyo Johnson</u></td> </tr> <tr> <td>Grant Date</td> <td><u>April 25, 2022</u></td> <td></td> </tr> <tr> <td>Vesting Commencement Date</td> <td><u>February 28, 2022</u></td> <td>Everyone has signed Teyo, your Everyrealm Stock Option Grant is ready!</td> </tr> <tr> <td>Exercise Price (per Share)</td> <td><u>\$48.46</u></td> <td>SIGNERS</td> </tr> <tr> <td>Type of Shares</td> <td><u>Class A Common Shares</u></td> <td>Janine Yorio </td> </tr> <tr> <td>Total Number of Shares Subject to the Option</td> <td><u>500</u></td> <td>Teyo Johnson </td> </tr> <tr> <td>Type of Option</td> <td> <input checked="" type="checkbox"/> Incentive Stock Option <input type="checkbox"/> Non-Qualified Stock Option </td> <td>You can view the document as an attachment below (if it's under 25 MB). This document and others may also be accessed by logging in to your HelloSign account.</td> </tr> </table>		Grantee's Name	<u>Teyo Johnson</u>	GRANTEE	Grantee's Address	<u>Las Vegas, NV 89109</u>	By: 	Grantee's Email Address	<u></u>	Name: <u>Teyo Johnson</u>	Grant Date	<u>April 25, 2022</u>		Vesting Commencement Date	<u>February 28, 2022</u>	Everyone has signed Teyo, your Everyrealm Stock Option Grant is ready!	Exercise Price (per Share)	<u>\$48.46</u>	SIGNERS	Type of Shares	<u>Class A Common Shares</u>	Janine Yorio 	Total Number of Shares Subject to the Option	<u>500</u>	Teyo Johnson 	Type of Option	<input checked="" type="checkbox"/> Incentive Stock Option <input type="checkbox"/> Non-Qualified Stock Option	You can view the document as an attachment below (if it's under 25 MB). This document and others may also be accessed by logging in to your HelloSign account.
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25 ¹ Teyo Johnson's Employment Offer and Employment Agreement (Ex. 1).

26 ² See *Cost of Living Comparison Between New York, NY vs Las Vegas, NV*, Salary.com, available
 27 at, <https://www.salary.com/research/cost-of-living/compare/new-york-ny/las-vegas-nv>.

28 ³ See Apr. 25, 2022 Email titled "Q2 Stock Option Grant awards," from Kathy Yost to Teyo
 Johnson and others (Ex. 2); Stock Option Award Agreement between Teyo Johnson and
 Everyrealm (Ex. 3); Apr. 25, 2022 Email titled "Everyone has signed, Teyo, your Everyrealm
 Stock Option Grant is ready!" (Ex. 4).

1 21. Mr. Johnson, who holds himself out as a private equity specialist, knew that he had
 2 received equity.

3 22. Mr. Johnson's employment at Everyrealm began on March 1, 2022. During his
 4 three months at the company, he made misogynistic remarks to and about women, abused his
 5 expense account, fell asleep at his desk, sent emails full of typos, failed to promptly respond to
 6 urgent business demands, and claimed that deals were done when they were not.

7 23. Just two months into the job, on April 29, 2022, Mr. Johnson's friend Kevin Virgil—
 8 who had vouched for Mr. Johnson and was supervising him—put Mr. Johnson on a written
 9 performance improvement plan.

10 24. A month later, on May 31, 2022, after Mr. Johnson had failed to satisfy the
 11 requirements of the plan, he was fired by Mr. Virgil and the company's HR Director Kathy Yost.

12 25. During his brief employment at Everyrealm, Mr. Johnson never reported that he had
 13 experienced any kind of racial discrimination or sexual harassment.

14 26. After he was fired, Mr. Johnson asked if he could keep working for Everyrealm as
 15 a consultant, which further rebuts the lie that he had suffered discrimination or sexual harassment.

16 **B. Johnson Fabricates False Accusations of Racial Discrimination and Sexual**
 17 **Harassment.**

18 27. On July 11, 2022, Mr. Johnson (through counsel) sent a letter to Everyrealm, falsely
 19 claiming that he had suffered race-based pay discrimination, but he did not claim that he had been
 20 sexually harassed.

21 28. Mr. Johnson never claimed that Mrs. Yorio had sexually harassed him until *after* he
 22 learned that an accusation of sexual harassment would enable him to evade arbitration. He invented
 23 the false sexual harassment accusation to avoid arbitration and to publicly shame, disgrace, and
 24 damage Mrs. Yorio, her husband, her children, and her company.

25 29. On or around May 31, 2023, Mr. Johnson gave an interview for publication on
 26 Twitter, and he falsely claimed that while employed at Everyrealm, he “wasn’t offered equity, while
 27 similarly situated white employees were” and that he experienced “racial discrimination and sexual

1 harassment directly from the CEO.” In so doing, Mr. Johnson approved and participated in the
 2 promotion of his lies to a worldwide internet audience.

3 **C. Mrs. Yorio Asks for an Apology and Retraction.**

4 30. On June 2, 2023, Mrs. Yorio and her company (through counsel) sent Mr. Johnson
 5 evidence proving that he had received equity at Everyrealm, and asked him to retract and apologize
 6 for his false claims of racial discrimination and sexual harassment.

7 31. After receiving that request, Mr. Johnson let the false tweet remain up for five more
 8 days, until it had gotten over 1,300 views, before having it taken down, and he has not yet retracted
 9 his lies or apologized.

10 **FIRST CLAIM FOR RELIEF: LIBEL *PER SE***

11 32. Plaintiffs repeat and re-allege the above as if set forth fully herein.

12 33. During a videorecorded interview published on Twitter on May 31, 2023,
 13 Mr. Johnson made the following false and defamatory statements of fact about Mrs. Yorio and
 14 Everyrealm: “I wasn’t offered equity, while similarly situated white employees were” and “I
 15 experienced both racial discrimination and sexual harassment directly from the CEO.”

16 34. Mr. Johnson’s statements are objectively and provably false accusations that were
 17 meant to, and in fact did, falsely state and convey that Mrs. Yorio and Everyrealm racially
 18 discriminated against Mr. Johnson by failing to offer him equity in Everyrealm while offering
 19 equity to his similarly situated white counterparts, that Mrs. Yorio sexually harassed Mr. Johnson,
 20 and that Everyrealm failed to prevent its CEO from sexually harassing an employee.

21 35. As set forth in detail above, these statements are false.

22 36. These statements are reasonably understood to be statements of fact and were
 23 understood by people who heard them to be statements of fact and of and concerning Mrs. Yorio
 24 and Everyrealm, including because Mr. Johnson specifically identified Everyrealm by name and
 25 referred to Everyrealm’s CEO, who is Mrs. Yorio.

26 37. These statements are defamatory because they expose Mrs. Yorio and Everyrealm
 27 to public hatred, shame, contempt, ridicule, aversion, ostracism, and disgrace.

1 38. These statements are defamatory *per se* because they tend to injure Mrs. Yorio and
 2 Everyrealm in their profession and business and tend to expose them to hatred, contempt, and
 3 aversion in the minds of a substantial number of people in the community.

4 39. Mr. Johnson had no applicable privilege or legal authorization to make these false
 5 and defamatory statements.

6 40. Mr. Johnson published these statements to the public at large with actual malice in
 7 that he had actual knowledge his statements were false at the time that he made them because he
 8 had received emails from Everyrealm about his equity, because he had received and signed his
 9 stock option award agreement, and because he never experienced racial discrimination or sexual
 10 harassment at Everyrealm, as evidenced by the fact that his own contemporaneous emails rebut
 11 those claims, the fact that he never reported any discrimination or harassment while at Everyrealm,
 12 and the fact that he never claimed to be the victim of sexual harassment until after he learned it
 13 would enable him to evade arbitration.

14 41. Mr. Johnson made these false and defamatory statements intentionally, willfully,
 15 maliciously, with wanton dishonesty and in conscious disregard of Mrs. Yorio and Everyrealm's
 16 rights and reputation and the truth, and with intent to cause injury to Mrs. Yorio and Everyrealm.

17 42. Mr. Johnson's false accusations have subjected Mrs. Yorio to public shame and
 18 disgrace, and have caused substantial harm to her and the company she cofounded and built.

19 43. Mr. Johnson's false accusations have damaged Everyrealm's reputation and investor
 20 relationships, impaired Everyrealm's ability to attract investors and recruit employees, diverted
 21 management's attention and resources, endangered Everyrealm's current and future contracts, and
 22 impaired Everyrealm's enterprise value.

23 44. As a result of Mr. Johnson's false statements, Everyrealm has been forced to allocate
 24 over \$100,000 in an attempt to mitigate the harm to its business and its CEO's reputation. Those
 25 out-of-pocket expenses will continue to increase every day that Mr. Johnson refuses to tell the truth
 26 and publicly apologize for his false accusations.

27 45. On June 2, 2023, Everyrealm and Mrs. Yorio sent Mr. Johnson a written demand
 28 letter, specifying the false and defamatory statements Mr. Johnson made in the video-recorded

interview and requesting that he retract those statements and apologize. Although Mr. Johnson had the tweet deleted, he waited five days to do so, and he has not retracted his lies or apologized.

46. Because of the foregoing, Plaintiffs are entitled to compensatory damages, including actual, presumed, and other damages, in amount according to proof at trial, not less than \$100,000.

47. Mr. Johnson acted with hatred, ill will, and spite toward Mrs. Yorio and Everyrealm, and his conduct was intended to cause harm to them, was wonton, malicious, and carried out his reckless disregard for others, entitling Plaintiffs to an award of punitive damages.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully request that the Court enter an award in their favor, and against Mr. Johnson as follows:

1. An award of compensatory and punitive damages in an amount to be determined at trial; and

2. Any and all other and further relief as the Court may deem just and proper.

JURY DEMAND

Plaintiffs Janine Yorio and Everyrealm Inc. hereby demand a trial by jury on all claims so triable.

Dated: June 8, 2023

**BROWNSTEIN HYATT
FARBER SCHRECK, LLP**

By: /s/ Mitchell J. Langberg
MITCHELL J. LANGBERG
TRAVIS F. CHANCE

CLARE LOCKE LLP⁴

MEGAN L. MEIER (*pro hac vice* forthcoming)
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*Attorneys for Plaintiffs
Janine Yorio and Everyrealm Inc.*

⁴ Pursuant to LR IA 11-2(c), Megan L. Meier and Daniel P. Watkins will comply with LR IA 11-2 within 1 day, as each is submitting a petition in compliance with LR IA 11-2 for filing concurrently with this Complaint.

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INDEX OF EXHIBITS

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